

May 24, 2010

TO ALL PROPOSERS:

RE: Request for Proposal
New Jersey Turnpike Authority
Toll Plaza Software Consulting Services
Responses to Inquiries and Addendum No. 1

Dear Sir/Madam:

Below are the New Jersey Turnpike Authority's responses to inquiries received with respect to the above-referenced Request for Proposal ("RFP").

Response to Inquiries:

1. Can the Proposals be hand delivered to the New Jersey Turnpike Authority mailing address?
Reference Page: 6 Paragraph/Item #D?

Yes

2. Authority expects that current proposal to include the pricing for optional two 1 year extensions or is there an option that costing will be re-negotiated at the time of extensions?
Reference Page: 4 Paragraph/Item #2

Prices are fixed for the duration of the contract including extension term(s) if used.

3. Is there an incumbent Contractor (Vendor) for this solicitation? If so, what company is supporting this effort?

No

4. Are Offerors required to provide resumes of potential key personnel? Please Clarify.

Labor categories will be accepted however resumes of specific qualified personnel will be preferred and scored higher in the evaluation process.

5. Based on the Evaluation Criteria requirement of "Key Personnel", would the State consider extending the proposal due date to June 6, 2011 to provide extra time for Offerors evaluating resumes to recruit qualified candidates?

See Addendum No 1. The receipt of proposals has been extended to Friday, June 3, 2011 at 12:00 noon.

6. Per the discussion at the Pre-Proposal meeting, the State indicated labor categories will be provided to Offerors. What are these categories and when will the descriptions be provided to Offerors?

Job title descriptions are provided as part of the Scope of Services, pages 18 – 22 of the RFP.

7. Is each required labor category a full time equivalent? The estimated 147 hours per month equals 18.3 work days per month, but an average work month is 160 hours or 20 work days. Would the State consider increasing the number of hours to 160 per month? Please explain your rationale.

The Authority personnel works 35 hours per week – 1 man month = average of 147 hours.

8. This Cost Proposal Evaluation Criteria indicates that Offerors are to provide a total project cost based on 18,774 hours. Will this figure change if the hours per week is updated to 160 per month??

No, 18,774 will be used for comparative purposes.

9. In the unlikely event of a conflicting claim, please clarify the dispute process and who will be the final arbiter to determine resolution?

The Authority interprets Section 2(d) of the form Agreement as a right reserved to the Authority in its sole reasonable discretion.

10. RFP Reference: Section IV-C-3-Strength and Expertise of Project Team. Please clarify the definition of “Key Personnel” in context of this proposal requirement?

Key personnel are those whose resumes/job descriptions are provided in your proposals per Section IV, Criteria # 3.

PROPOSALS ARE DUE ON FRIDAY, JUNE 3, 2011 at 12:00 P.M. EST.

Very truly yours,

**Andrea E. Ward, Director
Purchasing Department**

AW/sar

ADDENDUM No. 1

Toll Plaza Software Consulting Services

Addendum No.1

1. Under Section II, paragraphs D (Page 6) and DD (page 12), the Closing Date for receipt of proposals is extended to **NOON EST, FRIDAY, JUNE 3, 2011.**
2. Under Section III, Paragraph C6 (Page 14), insert the following sentence at the beginning of the paragraph: "Consultant is not responsible for providing any software or hardware as part of the services."
3. Under Section III C I (Page 15), insert the second sentence as follows: "The Authority will deem the contract complete when the software is successfully tested."
4. Under Section III C, delete paragraph 4 (Page 24) in its entirety and insert the revised paragraph 4:
4. **Cost Proposal** **40%**

a) Schedule:

Personnel Descriptions	Estimated Number of Hours*	Hourly Rate*	Total Amount*	Overhead/Profit Percentage of Rate*
Database Administrator	294	\$	\$	%
Functional Architect	2240	\$	\$	%
Integration Engineer	2240	\$	\$	%
Programmer Grade 2	2240	\$	\$	%
Programmer Grade 3*	9408*	\$	\$	%
Tester	2352	\$	\$	%
GRAND TOTAL	18,774		\$	

b) * Cost Proposal Notes

The Proposer must complete and submit the Cost Proposal Schedule herein for the personnel described. (Services do not include any other personnel, including

management supervision.) Provide hourly rates, and the total amounts. In addition provide the overhead/profit costs as percentage of hourly rates.

Estimated Number of Hours: These hours are estimates only. Consultants may or may not work the number of hours listed herein. Moreover, the Authority does not guarantee that consultants will work those hours.

Hourly Rates: The hourly rates must be a fixed rate for each kind of consultant personnel described in the RFP. The hourly rates are inclusive of all professional services, administrative fees; over-head charges, out-of-pocket expenses and profits.

Total Amounts: Multiply the Estimated Number of Hours by the proposed Hourly Rates. Add together the Total Amounts and insert the Grand Total. (The Grand Total is for comparative purposes only.)

Overhead/Profit Costs: For information purposes only, the Proposer must provide the percentage portion of the hourly rates that represent all overhead costs, fees, charges and profits above the professional service fees.

Programmer Grade 3: The 9408 represents four programmers in this Grade category (each with 2352 hours).

5. Under Section VI Exhibit O delete the Draft Agreement (Pages 61-71) in its entirety and replace with the revised Draft Agreement

Very truly yours,

**Andrea E. Ward, Director
Purchasing Department**

EXHIBIT O

**REVISED DRAFT AGREEMENT FOR
TOLL PLAZA SOFTWARE CONSULTING SERVICES**

THIS AGREEMENT is dated and effective_____, by and between the New Jersey Turnpike Authority, a body corporate and politic of the State of New Jersey, with its principal offices located at 581 Main Street, Woodbridge, New Jersey 07095 (the “Authority”); and_____, a corporation of the State of _____ with its principal offices located at _____ (the “Consultant”).

WITNESSETH:

WHEREAS, the Authority requires the services of a professional firm to provide toll plaza software consulting services and programming involving MyETCPassport, an in-house developed product; and

WHEREAS, the Authority wishes to engage a professional firm with adequate staff and experience to perform the aforesaid services in accordance with a Request for Proposal, dated as of_____, (collectively, with all addenda, the “RFP”); and

WHEREAS, the Consultant is an entity which is proficient in the field of designing, constructing, testing and implementing toll plaza software in a “Java” based environment, and has submitted to the Authority an initial written proposal, dated_____; and

WHEREAS, the Consultant was invited to make an oral presentation to the Authority on_____, following which the Consultant was further invited to submit a Best and Final Offer; as hereinafter defined, and

WHEREAS, on_____, the Consultant submitted in writing a Best and Final Offer, which clarified and expanded upon the statements contained in the initial proposal (collectively, with the _____initial proposal document, the “Proposal”); and

WHEREAS, the Proposal was evaluated in accordance with the criteria stated in the RFP and, after comparison with other submissions, was deemed to be the most advantageous to the Authority; and

WHEREAS, on_____, the Authority adopted Agenda Item _____awarding a professional services contract to Consultant; and

WHEREAS, the Authority wishes to memorialize and enter into this Agreement with the Consultant setting forth the terms and conditions of the parties’ rights and obligations with respect to the procurement of the Services, as hereinafter defined;

NOW THEREFORE, in consideration of the mutual covenants contained herein, the parties agree as follows:

1. DEFINITIONS.

(a) "Authority" shall mean the New Jersey Turnpike Authority as established in accordance with N.J.S.A. 27:23-1, et seq., and shall be the members of the New Jersey Turnpike Authority acting in accordance with said statute.

(b) "Consultant" shall mean_____, with its principal offices located at_____.

(c) "Best and Final Offer" shall mean the final terms, including cost quotations, submitted by the Consultant after its initial written proposal, dated _____.

(d) "Services" shall refer to toll plaza software consulting and programming services in accordance with the Authority's RFP a copy of which is attached hereto as Exhibit A, and the Proposal in response to the RFP, a copy of which is attached hereto as Exhibit B.

(e) "Deliverables" shall mean the specific items of work within the Services to be completed by certain mutually agreed-upon deadlines and are attached hereto as Exhibit C.

(f) "Completion Consultant" shall mean the consultant that the Authority selects and uses pursuant to Section 8 hereof.

(g) "Director" shall refer to the Authority's Director of Electronic Toll Collection Department or his/her designee acting on his/her behalf as employees of the Authority with regard to this Agreement.

(h) All other defined terms as used in this Agreement shall have the same meaning as defined and used in the RFP (Exhibit A), the Proposal (Exhibit B) or the Deliverables (Exhibit C) as the case may be.

2. COMPENSATION.

(a) The authorized amount of compensation to be paid to the Consultant under this Agreement shall be in an amount not to exceed \$_____, in accordance with the Proposal. Payments shall include all professional fees, administrative service fees and all material expenses. The Authority shall have the right to audit all payroll and direct costs or expenses of the Consultant in accordance with Section 2 of this Agreement.. The Consultant shall keep available, for Authority inspection, records of all costs and expenses for a period of not less than seven (7) years after the term of this Agreement.

(b) No increase in the fees or expenses set forth in Section 2(a) hereof shall take effect unless such increased fees or expenses are approved by the Members of the Authority in accordance with the statutes and laws of the State of New Jersey. The Consultant acknowledges its responsibility to maintain control of all fees and expenses; and acknowledges and agrees that the total compensation in the amount of \$_____is a total amount that is not to be exceeded and is an amount sufficient to complete the Services under the terms of this Agreement.

(c) Any payments made to the Consultant by the Authority under the terms of this Agreement shall not be deemed a waiver of the Authority's right to seek damages for remediation in

the event there are any deficiencies in the Services.

(d) In the event of any conflicting claim or claims by the Consultant regarding the right to receive payments which may be due, or to become due, from the Authority under the terms of this Agreement, the Authority may withhold reasonable payments pertinent to such conflicting claim or claims until such dispute, or disputes, be finally resolved to the reasonable satisfaction of the Authority.

3. STANDARD OF CARE. The Director of Electronic Toll Collection Department may disapprove any item of Service rendered by the Consultant if it is not in accordance with the requirements of the Agreement or the standard of care of the Consultant as set forth herein. The Consultant represents and warrants that it shall exercise that degree of care and skill ordinarily exercised under similar circumstances by members of its profession performing the kind of services hereunder and practicing in the same or similar locality at the same time. In the event of non-fulfillment of the foregoing warranty, upon written demand of the Authority, such corrective services (within the original scope of work) as may be necessary to conform to the foregoing warranty; provided further however, it is understood that the Director shall have the right throughout the course of the entire Agreement to review the Consultant's work and request remedial efforts and corrections, provided that such changes or corrections are substantially consistent with the approved submittals, and are limited to ensuring that the Consultant has provided the Services in accordance with the requirements of this Agreement and this Standard of Care. All costs incurred by the Consultant in performing any corrective services shall be borne by the Consultant.

4. SERVICES. The Consultant represents itself to be experienced and competent to perform the Services in accordance with the requirements of this Agreement and the Standard of Care set forth in Section 3 herein. The Consultant agrees that the Services to be performed hereunder shall be those specified in the RFP, the Proposal and the Deliverables. Should any ambiguity or conflict exist among the Agreement, the RFP, the Proposal or the Deliverables and exhibits hereto in the interpretation, scope or content of any term or condition, the language in the body of each of these documents shall supersede one another and control according to the hierarchy set forth in Section 25.

5. TERM. This Agreement shall be in effect for a period of 20 months from the effective date of this Agreement. This Agreement also provides the Authority with the option for two, one-year extensions, if deemed necessary for additional services necessary or incidental to the subject matter of this Agreement. During the term of the Agreement the Authority will have the right to procure additional materials or services at the negotiated pricing outlined within the Proposal.

6. PERSONNEL. The Consultant agrees that all personnel identified in the Proposal will be those individuals that are assigned to the Project, and that the assignment of such individuals is a material term of this Agreement. The Consultant agrees to promptly notify the Authority in writing of the identity of any individuals that it desires to assign to perform the Services as a replacement for, or in addition to the individuals named and listed in the Proposal. All replacements shall be subject to the approval of the Authority, provided, however, that such approval will not be unreasonably withheld if any replacement possesses qualifications and experience that is equal to, or greater than, the subject of the replacement. Notwithstanding the foregoing and anything to the contrary herein, the Director reserves the right to request and cause the replacement of any personnel of the Consultant within ten business days of written notice of the Consultant should the efforts, results and/or progress of the Services by such personnel, in the reasonable discretion of the Director, not meet the expectations and

goals of the Services as proposed and relied upon by the Authority in its selection of the Consultant for purposes of award of this Agreement to the Consultant. The Authority shall have the right to review the qualifications and interview any proposed replacement of key personnel and shall have final approval of such replacement.

7. TERMINATION. Either party may give the other written notice of a material substantial and continuing breach ("Material Breach") of this Agreement pursuant to the following terms and conditions:

- (a) The Authority may terminate the Agreement as follows:
 - (i) After thirty (30) days' prior written notice from the Authority upon failure by the Consultant to remedy a Material Breach of any provision of this Agreement;
 - (ii) After sixty (60) days' prior written notice from the Authority for convenience;
 - (iii) If the Consultant shall become insolvent or make an assignment for the benefit of the creditors or files a voluntary petition in bankruptcy, or if any involuntary petition in bankruptcy is filed against the Consultant and the act of bankruptcy alleged is not denied by the Consultant; or, if denied, is not removed or dismissed within sixty (60) days, then and in such case, the Authority may at its option forthwith terminate this Agreement.
- (b). The Consultant may terminate the Agreement as follows:
 - (i) After thirty (30) days' prior written notice from the Consultant upon failure by the Authority to remedy a Material Breach of any provision of this Agreement.

8. RIGHTS UPON TERMINATION. In the event of a termination pursuant to Section 7 the total amount paid to the Completion Consultant exceeds the compensation stated in this Agreement, the Consultant shall pay the Authority any reasonable excess cost incurred by the Authority as a result of engaging the Completion Consultant.

9. OBLIGATION FOR TRANSITION. At such time as this Agreement is terminated, whether pursuant to Section 7 hereof or by the expiration of the term and/or extension of the term pursuant to Section 5 hereof, the Consultant will make all reasonable efforts, in cooperation with the Authority and such parties as may be selected by the Authority to perform the Services after the termination of this Agreement, to effect a smooth transition of services. In furtherance of this commitment, the Consultant shall, for example, but without limitation, retain and timely transfer all relevant files (including electronic files) to the appropriate recipient; confer with the Authority, and with any other party at the Authority's instruction regarding the handling of cases active at the time of termination and provide a final reconciliation of the account and return of any unused funds to the Authority subject to Section 2 hereof. The Authority shall pay for all Services rendered prior to termination.

10. FORCE MAJEURE. Neither party shall be liable for any delays or failure in performance due to causes beyond its control, including but not limited to, acts of any government, war, natural disasters, strikes, civil disturbances, fires, equipment failure or failures of third parties to

provide (or delays in so providing) equipment, software or services. The parties shall act, to the extent reasonably possible, to minimize any such delays. In the event either party is subject to delays due to such a cause for more than one-hundred twenty (120) days, either party may, at its option, terminate this Agreement for convenience upon written notice to the other.

11. RIGHT TO AUDIT. The Consultant shall:

(a) Permit during ordinary business hours for term of this Agreement and for a period of seven (7) years after final acceptance of the Services, the examination and audit by the officers, employees and representatives of the Authority of such records and books relating to the Services in this Agreement and also any records and books of any company which is owned or controlled by the Consultant, or which owns or controls the Consultant, if said company performs services similar to those performed by the Consultant anywhere in the State of New Jersey.

(b) If any audit pursuant to Section 11(a) requires the Authority's officers, employees and representatives to travel outside the State of New Jersey to the Consultant's principal place of business where the Consultant records and books are maintained, then the Consultant shall bear the additional cost of the audit.

(c) The Authority shall provide reasonable prior notice to the Consultant of any anticipated audit under this Section.

12. DISCLOSURE OF INTEREST. Within 10 days of the aforementioned effective date of this Agreement, and annually thereafter during the term hereof (including any extensions), the Consultant shall inform the Authority, in writing, of (a) any ownership interest the Consultant has in any other entity performing or being paid or reimbursed for any service rendered in connection with the Services and (b) any ownership interest any such entity has in the Consultant. The disclosure required by this Section shall include a description both of the nature and of the quantity or proportion of the interest held by (or in) the Consultant. The Consultant acknowledges that the purpose of this Section is to provide complete transparency of information to the Authority regarding any affiliates of the Consultant.

13. INSURANCE. The Consultant shall procure and maintain at its own expense, for the entire term of the Agreement, insurance for liability for damages imposed by law, in accordance with Section V of the RFP.

NOTWITHSTANDING THAT MINIMUM AMOUNTS OF INSURANCE COVERAGE CARRIED OR REQUIRED TO BE CARRIED BY THE CONSULTANT ARE SPECIFIED HEREIN, THE LIABILITY OF THE CONSULTANT SHALL NOT BE LIMITED TO THE AMOUNTS SO SPECIFIED AND SHALL EXTEND TO ANY AND ALL LIABILITY IN EXCESS OF THE INSURANCE COVERAGES SO PROVIDED NOR SHALL THESE MINIMUM LIMITS PRECLUDE THE AUTHORITY FROM TAKING ANY ACTION AVAILABLE TO IT UNDER THE PROVISIONS OF THE AGREEMENT OR OTHERWISE IN LAW AND EQUITY.

14. INDEMNIFICATION. The Consultant agrees to defend, indemnify and save harmless the Authority, its officers, employees, and agents and each and every one of them against and from all liabilities, judgments, threatened, pending or completed actions, suits, demands for damages or costs of every kind and description actually and reasonably incurred (including attorney's fees and costs and court costs) (collectively "Liabilities") including, without implied limitations, Liabilities for damage to property or Liabilities for injury or death of the officers, agents and employees of either the Consultant or the Authority), resulting from any negligent act or negligent omission or willful misconduct of the Consultant or any of its officers, agents, subconsultants, or employees in any manner related to the subject matter of this Agreement. In the event that the Consultant fails to defend, indemnify and save harmless the Authority, its officers, employees, and agents and each and every one of them in accordance with this Section, any money due to the Consultant under and by virtue of this Agreement as shall be considered necessary by the Authority may be retained by the Authority and held until any and all Liabilities shall have been settled and suitable evidence to that effect furnished to the Authority. The obligations in this Section shall survive the termination, expiration or rescission of this Agreement.

15. EEO/AFFIRMATIVE ACTION. The Consultant agrees that it does not discriminate in the hiring or promotion of any minorities, as designated by the Equal Employment Opportunity Commission of the United States of America, or the Division of Civil Rights of New Jersey Department of Law and Public Safety; and that it does not discriminate against any person or persons on the basis of race, religion, color, national origin, nationality, ancestry, sex, marital status, domestic partnership status, familial status and affectional or sexual orientation.

In addition, the Consultant agrees to complete the appropriate forms attached as follows:

- (a) Mandatory Affirmative Action Language; and
- (b) AA-302 form State of New Jersey Affirmative Action Employee Information Report

However, if the Consultant maintains a current Letter of Federal Approval, or a current Certificate of Employee Information Report Approval as issued by the Department of the Treasury, State of New Jersey, it may be submitted in lieu of the AA-302 form.

16. DIVISION OF REVENUE REGISTRATION. Pursuant to the terms of N.J.S.A. 52:32-44, the Consultant is required to provide to the Authority proof of valid business registration with the Division of Revenue in the Department of the Treasury, prior to entering into an agreement with the Authority. No agreement shall be entered into by the Authority unless the Consultant first provides proof of valid business registration. In addition, the Consultant is required to receive from any subconsultant it uses for goods and services under this Agreement, proof of valid business registration with the Division of Revenue. No subconsultant agreement shall be entered into on account of any agreement with Authority unless the subconsultant first provides proof of valid business registration.

17. CONFIDENTIALITY.

(a) Each party agrees that all information and materials shared under the terms of this Agreement are privileged and shall be held in strict confidence by the receiving party and shall only be used in connection with the purposes of this Agreement

to conduct such other activities as are necessary and proper to carry out the purposes of this Agreement. Each party shall take all necessary and appropriate measures to ensure that any person who is granted access to any shared information or materials or who participates in work on common projects or who otherwise assists any counsel or technical consultant in connection with the performance of this Agreement complies with the terms of this Agreement. Each party shall protect from disclosure all information and materials shared by the parties and their respective counsel, or with technical consultants, to the fullest extent permitted by law.

(b) Upon the termination or expiration of this Agreement, to the extent reasonably practicable, confidential materials shall be returned to the disclosing party, including all copies thereof. Following termination, each party shall remain obligated to preserve the confidentiality of all confidential information received or disclosed pursuant to this Agreement.

(c) In the event information or materials disclosed under this Agreement are sought by a third party by way of subpoena, request pursuant to the Open Public Records Act, N.J.S.A. 47:1A-1 et seq. or by any other manner, the party receiving the request will promptly notify the other party to enable it to respond to such request and each party shall take all necessary and appropriate steps to invoke any applicable privileges to prevent disclosure, and the Consultant shall have primary responsibility to defend any attempt by a third party to obtain from the Authority any information which the Consultant considers to be confidential.

18. NOTICES. Any notices to the parties pursuant to the terms of this Agreement shall be in writing and addressed to:

As to_____:

As to New Jersey Turnpike Authority:

Dennis Switaj, Director of
Electronic Toll Collection Department
New Jersey Turnpike Authority
P.O. Box 5042
Woodbridge, New Jersey 07095

With a Copy to:

Director of Law
New Jersey Turnpike Authority
581 Main Street
Woodbridge, New Jersey 07095

19. PERSONAL LIABILITY. In carrying out the provisions of this Agreement, or in exercising any power or authority granted it by its position, the Consultant agrees that neither the Members of the Authority nor any officer, agent or employee of the Authority shall be personally

charged by the Consultant with any liability.

20. APPLICABLE LAWS. The Consultant shall perform the Services in compliance with all applicable Federal, State, and Local laws, ordinances, rules, regulations and orders.

21. GOVERNING LAW. The terms of this Agreement shall be governed by and construed under the laws of the State of New Jersey. Any action brought by either party involving any dispute related to this Agreement shall be brought only in the Superior Court of the State of New Jersey.

22. INDEPENDENT CONSULTANT. Neither party shall be considered or hold itself out as an agent of the other, it being acknowledged that neither party has the authority to bind the other. The Consultant shall perform the Services as an independent consultant.

23. ASSIGNMENT. This Agreement, or any part thereof, shall not be subcontracted or assigned by the Consultant, without the specific prior written permission of the Authority. Any attempted assignment without such prior permission shall be null and void.

24. FOREIGN CORPORATION. The Consultant agrees that, if applicable, it shall register as a "Foreign Corporation" with the Office of the Secretary of New Jersey, designating a resident agent for the service of process and shall provide written proof of such registration prior to the Authority's execution of this Agreement.

25. INTEGRATION. This Agreement, together with Exhibits A, B, and C, constitutes the entire Agreement between the parties and supersedes all provisions, agreements, promises, representations, whether written or oral, between the parties with respect to the subject matter herein.

Should any ambiguity or conflict exist among this Agreement, Exhibit A (the RFP), Exhibit B (the Proposal) and Exhibit C (the Deliverables) in the interpretation, scope or content of any term or condition, the language in the body of each of these documents shall supersede one another and control according to the following hierarchy:

- (a) Agreement
- (b) RFP (Exhibit A)
- (c) Deliverables (Exhibit C) and
- (d) Proposal (Exhibit B)

26. PARTIES BOUND. This Agreement shall be binding upon the Consultant and the Authority, their respective successors and assigns.

27. SEVERABILITY. If any provision of this Agreement shall be declared invalid or illegal for any reason whatsoever, then, notwithstanding such invalidity or illegality, the remaining terms and provisions of this Agreement shall remain in full force and effect in the same manner as if the invalid or illegal provision did not exist herein.

28. CODE OF ETHICS. The Consultant is advised that the Authority has promulgated a Code of Ethics pursuant to the laws of the State of New Jersey, a copy of which has been previously provided. By entering into this Agreement, the Consultant agrees to be subject to the intent and purpose of said Code and to the requirements of the State Ethics Commission.

29. PROFESSIONAL SERVICES AGREEMENT. This Agreement between the parties is an Agreement for Professional Services within the meaning of the Statutes and Laws of the State of New Jersey.

IN WITNESS THEREOF, the parties have caused their duly authorized representatives to execute this Agreement and to affix their respective corporate seals on the day and year first above written.

ATTEST:

**NEW JERSEY TURNPIKE
AUTHORITY**

Sheri Ann Czajkowski
Assistant Secretary

[Corporate Seal]

By:_____
Veronique Hakim
Executive Director

Approved by the Law Department

_____.

ATTEST:

[COMPANY].

[Name]
[Title]

By:_____
[Name]
[Title]

[Corporate Seal]

EXHIBIT A

[RFP AND ADDENDA]

EXHIBIT B

[PROPOSAL]

EXHIBIT C

[DELIVERABLES]